

REMARKS

[0001] Claims 1-20 are pending in the case. Claims 1, 8, and 15 are independent claims. In the Office Action, Claims 15-20 were rejected under 35 U.S.C. §102(e) in view of U.S. Patent No. 6,269,402 Lin et al (hereinafter Lin). Claims 1-14 were rejected under 35 U.S.C. §103(a) as unpatentable in view of Lin and U.S. Patent No. 6,877,036 to Smith et al., (hereinafter Smith). Claims 1-6, 8-13, 15, and 19 are amended. No new claims have been added and no new matter has been added.

[0002] Applicants appreciate the opportunity to hold a telephone interview with the Examiner on Monday January 8th, 2007. In that interview, the above claim amendments were discussed. In view of the amendments, the Examiner requested more information regarding the OTMA protocol. In compliance with this request applicants are submitting herewith a copy of the book “Open Transaction Manager Access Guide and Reference” in electronic form.

AMENDMENTS

[0003] Applicants have amended the specification. Specifically, page 3 was amended to address a potential 35 USC §101 concern raised by the Examiner in the interview. Page 11 was amended to resolve a typographical error.

[0004] Applicants have amended Claims 1-6, 8-13, 15, and 19. Applicants submit that Claims 1, 8, and 15 recite substantially the same subject matter but in different forms. Therefore, Applicants will address the amendments and arguments to Claim 1 with the understanding that similar amendments and arguments apply with respect to Claims 8 and 15.

[0005] Amended Claims 1, 8, and 15 add the limitation that the server is a database management server. Support for this amendment is found in the application on page 15, lines 1-2. Claim 1 also adds a clarifying amendment of the “DBMS server determining that a transaction response message is an unpaired message in response to a communication disruption between a client and the DBMS server.” Support for this amendment is found in the application for example on page 15, line 20 – page 16, line 7. In the interview, Applicants explained one or many ways embodiments of the server may

make this determination. In one embodiment, the server may attempt to send the response and does not receive an acknowledgement within a timeout period. Alternatively, another module on the server or otherwise involved in the communication may issue a negative acknowledgement. In one embodiment, the server may check the status of the connection or ping the client to determine if a communication disruption or other failure has occurred. Consequently, the present invention includes any and all of these various implementations that identify that the response message is undeliverable, or if deliverable would not be expected by the client.

[0006] Claim 1 was also amended to clarify the protocol for the paired and unpaired message queues. Specifically, amended Claim 1 recites “the unpaired message queue and paired message queue storing messages according to a First-In-First-Out protocol.” Support for this amendment is found in the specification on page 15, line 20 – page 16, line 5. This amendment clarifies that because messages are sent to the client using the FIFO ordering, the client can be confused if the client makes a request subsequent to a communication disruption.

[0007] Claim 1 was also amended to recite that the transaction requests and responses are communicated “using an Open Transaction Manager Access (OTMA) protocol.” Support for this amendment is found in the specification on page 14, line 22 – page 15, line 2, page 6, lines 14-15.

[0008] Finally, Claim 1 was amended to clarify that the request messages and the response messages correspond to a transaction. Transactions place a higher priority on receiving acknowledgements and responses such that both parties in the communication have an assurance that the transaction was successful or failed. Paired messages constitute the response to a request within a transaction. Support for this amendment is found in the specification page 6, line 20- page 7, line 2. As defined on page 7, lines 10-11, unpaired messages are responses to client requests which are undeliverable. Unpaired messages can occur in two scenarios. In scenario 1, the client that issues the request is to receive the response but a communication disruption prevents successful delivery of the response. In scenario 2, a client other than the client that issues the request is to receive the response but a communication disruption or lack of a connection prevents successful delivery of the response. The present invention handles both scenarios.

[0009] In addition, Claim 15 was amended to recite that “the client constitutes a thin client.” Support for the amendment is found in the specification on page 8, lines 17-22, page 25 lines 10-19.

[0010] Claims 2-6, 9-13, and 19 are amended to be consistent with the amendments in Claims 1, 8, and 15. Applicants submit that these amendments further clarify and distinguish the present invention in view of the art of record.

REJECTION OF CLAIMS 15-20 UNDER 35 U.S.C. §102(e)

[0011] The Office Action rejected Claims 15-20 under 35 U.S.C. §102(e) in view of Lin. Applicants respectfully traverse this rejection.

[0012] It is well settled that under 35 U.S.C. §102 “an invention is anticipated if . . . all the claim limitations [are] shown in a single art prior art reference. Every element of the claimed invention must be literally present, arranged as in the claim. The identical invention must be shown in as complete detail as is contained in the patent claim.”

Richardson v. Suzuki Motor Co., Ltd., 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989).

Applicants respectfully assert as discussed in the interview that Lin does not teach or disclose each element of the amended claims. Specifically, Lin fails to teach or disclose use of an OTMA protocol. In addition, Lin fails to teach or disclose paired and unpaired message queues that operate according to a FIFO protocol. Furthermore, Lin fails to teach requests and responses that are part of a transaction. Since Lin fails to teach or disclose each element of the amended claims, Applicants request that the rejection under 35 U.S.C. §102(e) be withdrawn.

REJECTION OF CLAIMS UNDER 35 U.S.C. §103(a)

[0013] The Office Action rejected Claims 1-14 under 35 U.S.C. §103(a) as obvious in view of Lin in view of Smith. Applicants respectfully traverse this rejection.

[0014] Applicants respectfully assert that neither Lin nor Smith teach or suggest all of the elements of the rejected claims in view of the previous remarks. To establish obviousness, the combination of the prior art references must teach or suggest all the claim limitations. See MPEP § 2142.

[0015] Applicants respectfully assert that Lin and Smith fail to teach or suggest all the claim limitations of the amended independent Claims. Specifically, Smith fails to teach or disclose use of an OTMA protocol. Also, as discussed in the interview, neither Smith nor Lin teach or disclose that the server notifies the client that unpaired messages are waiting in the unpaired message queue as recited by Claims 5, 12, and 20. In addition, Smith fails to teach or disclose paired and unpaired message queues that operate according to a FIFO protocol. Furthermore, Smith fails to teach requests and responses that are part of a transaction. Since Smith fails to teach or disclose each element of the amended claims, Applicants request that the rejection under 35 U.S.C. §103(a) be withdrawn.

CONCLUSION

[0016] Therefore, based on Examiner's response, Applicants submit that Lin and Smith fail to teach or disclose all the elements of the amended claims. In addition, Consequently, Applicants submit that Claims 1-20 are in condition for allowance.

[0017] In the event any questions remain, the Examiner is respectfully requested to initiate a telephone conference with the undersigned.

Respectfully submitted,

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